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August 24, 2006

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554

Re: Applications for the Assignment of Licenses from Denali PCS, L.L.C. to Alaska DigiTel, L.L.C., and the Transfer of Control of Interests in Alaska DigiTel, L.L.C. to General Communication, Inc. (WT Docket No. 06-114).

Dear Ms. Dortch:

Per the request from Commission staff, we are filing a copy of the e-mail which outlines the procedural agreement reached on August 23, 2006, between General Communication, Inc. ("GCI"), Alaska DigiTel, L.L.C. ("AKD"), Denali PCS, L.L.C. ("Denali"), Matanuska-Kenai, Inc. d/b/a MTA Wireless ("MTA Wireless"), and ACS Wireless, Inc. ("ACS") with respect to the above proceeding. All parties have accepted the agreement.

Please do not hesitate to call or email me, or any of the below-listed counsel to the parties, with any questions.

Sincerely,



Michael L. Lazarus  
for PAUL, HASTINGS, JANOFSKY & WALKER LLP

cc: by e-mail Erin McGrath  
Susan Singer  
Thomas Gutierrez  
Russell Lukas  
Stefan Lopatkiewicz  
Carl Northrop  
Elisabeth Ross  
Mark Brennan

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**From:** Northrop, Carl  
**Sent:** Wednesday, August 23, 2006 6:01 PM  
**To:** Elisabeth Ross; Tom Gutierrez; Mark Brennan; Stefan Lopatkiewicz (lopatkiewicz.stefan@dorsey.com)  
**Cc:** Lazarus, Michael; Russ Lukas  
**Subject:** Agreement

This e-mail confirms the agreement that has been reached between General Communication, Inc. ("GCI"), Alaska DigiTel, L.L.C. ("AKD"), Denali PCS, L.L.C. ("Denali") Matanuska-Kenai, Inc. d/b/a MTA Wireless ("MTA Wireless"), and ACS Wireless, Inc. ("ACS"). GCI has accepted this Agreement. Please indicate your respective client's acceptance of this Agreement by return e-mail using the "Reply to All" feature:

- (1) Subject to the terms of this agreement, AKD/GCI/Denali shall consent to representatives of ACS receiving confidential information under the terms of the protective orders issued in this proceeding. AKD/GCI/Denali will withdraw their prior objection to the acknowledgements filed by representatives of ACS and shall not oppose an acknowledgement by Harvey Levin. AKD/GCI/Denali hereby consent to ACS obtaining access to all confidential information: (1) on file in this proceeding now, and (2) that may be submitted in this proceeding in the future, with the understanding that all such access shall be subject to the terms of the existing protective orders and the terms of this agreement. If third parties other than ACS or MTA Wireless also seek access to the confidential documents, AKD/GCI/Denali reserve the right to object. The withdrawal of the objection with respect to ACS only applies with respect to the following individuals associated with ACS as outside counsel [and any outside counsel representatives (including paralegals) that may need to be substituted in their place], *provided that* they have filed acknowledgements of confidentiality in the proceeding: Elisabeth Ross (Shareholder), Harvey Levin (Shareholder), Mark Brennan (Associate), and Heather Pruger (Paralegal), and AKD/GCI/Denali reserve their rights to object to any further acknowledgements.
- (2) AKD/GCI/Denali will not contest the right of ACS to view confidential documents under the terms of the protective orders and this agreement. All parties preserve their right to challenge or assert the party status of ACS for all other purposes.
- (3) AKD/GCI/Denali will provide ACS with the confidential information now on file in this proceeding by close of business on August 23, 2006, with the understanding that the documents will not be provided and their contents will not be disclosed by counsel to ACS to principals of ACS or otherwise distributed in violation of the protective orders. All parties preserve their rights to take appropriate actions in the event of a violation of the protective orders by any person.
- (4) AKD will use commercially reasonable efforts to get the consent of SprintCom, Inc. and its affiliates to provide counsel to ACS and MTA Wireless with copies of all agreements between AKD and SprintCom and its affiliates (the "Sprint Agreements") on or before the close of business August 29, 2006, with the understanding that the documents will be provided as soon as practicable upon receipt of the consent. The Sprint Agreements also will be provided under the protective orders in this proceeding, and are not to be provided nor are their contents to be disclosed by counsel to ACS or MTA Wireless to principals of ACS or MTA Wireless, or otherwise distributed in violation of the protective orders. Denali and GCI represent that they have no agreement of their own with SprintCom or its affiliates relative to the provision of wireless services.
- (5) ACS and MTA Wireless will make their submissions in this proceeding with respect to documents currently in the record (and the Sprint Agreements, assuming they are produced by August 29, 2006 COB) by September 5, and AKD/GCI/Denali will make their submissions by September 12. ACS or MTA Wireless may file a reply to the AKD/GCI/Denali submission(s) to the extent necessary to respond to new allegations or new facts, or material arguments based on new allegations or new facts, contained in the AKD/GCI/Denali submission(s), that MTA Wireless and ACS have not had a fair opportunity previously to address, by September 19. Notwithstanding the foregoing, if AKD fails to deliver the Sprint Agreements by close of business August 29, 2006, ACS shall have the right to file a

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reply pleading on or before September 19 without regard to the limitation set forth in the preceding sentence. In the event AKD fails to deliver the Sprint Agreements by close of business August 29, 2006, MTA Wireless will file any comments it wishes to make on the record as it exists of the date of this agreement by September 5, but shall not otherwise be subject to the terms of this agreement. All submissions will be **promptly** served electronically upon each of the other parties to this agreement. Any restrictions on further filings shall not bar timely comment on new or previously unknown (despite the exercise of reasonable diligence) relevant and material issues or information.

(6) In the event that additional entities make presentations of any kind in this proceeding, the parties to this agreement will negotiate in good faith to agree upon a prompt comment schedule if further comment is necessary and appropriate. The parties also pledge to use good faith efforts to resolve any additional procedural issues that may arise in this proceeding.

(7) Nothing in this agreement is intended to limit the ability of any signatory to participate in any formal or informal hearing that might result from the pleadings. In addition, nothing in this agreement is intended or shall be deemed to affect or prejudice any party's position regarding the need for or appropriateness of, or the absence of need for or the inappropriateness of, an evidentiary hearing in this matter.

(8) The attorneys that have expressed that they agree with the provisions hereof have discussed these matters with their respective clients, and the commitments made herein are binding on the clients. This shall not be binding on any party until all parties have accepted the Agreement.

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